

**AMENDMENT TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT  
OF 1996  
BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, INC.  
d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA,  
AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,  
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND  
AT&T TENNESSEE  
AND  
KMC DATA, LLC**

This amendment is entered into by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T") and KMC Data, LLC ("KMC Data") hereinafter referred to collectively as the "Parties", to amend that certain Interconnection Agreement between the Parties dated June 30, 2005 ("Interconnection Agreement").

**WHEREAS**, KMC Data, LLC has changed the name of said business to Hypercube Telecom a limited liability corporation.

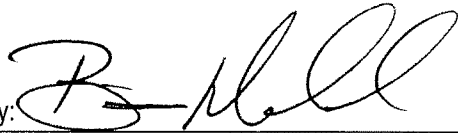
**WHEREAS**, the Parties desire that the Interconnection Agreement be amended to reflect the correct corporate entity name.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

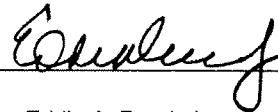
1. The Parties agree that AT&T-9STATE shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. The name of KMC Data, LLC in the Interconnection Agreement is hereby deleted throughout the Interconnection Agreement and replaced with Hypercube Telecom, LLC (Hypercube)
3. Section 3.1 of the General Terms and Conditions is amended by adding the following section:
  - 3.1.1 Notwithstanding anything to the contrary in this section 3.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from January 28, 2009 until January 28, 2012 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Hypercube, by AT&T pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.
4. The Agreement is also amended as follows to reflect prior changes of law, and Hypercube acknowledges and agrees that it will promptly amend the Agreement to reflect future changes of law as and when they may arise.

5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. In entering into this Amendment neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
7. This Amendment shall be filed with and is subject to approval by the Commission(s) and shall become effective "on the date of the last signature executing the Amendment".

Hypercube Telecom, LLC

By:   
Name: BRIAN MURDOCH  
(Print or Type)  
Title: DIRECTOR CARRIER MGT  
(Print or Type)  
Date: 2.3.09

BellSouth Telecommunications, Inc. d/b/a  
AT&T Alabama, AT&T Florida, AT&T Georgia,  
AT&T Kentucky, AT&T Louisiana, AT&T  
Mississippi, AT&T North Carolina, AT&T South  
Carolina and AT&T Tennessee by AT&T  
Operations, Inc., its authorized  
agent

By:   
Name: Eddie A. Reed, Jr.  
Title: Director-Interconnection Agreements  
Date: 2-17-09

	<u>OCN #</u>	<u>ACNA</u>
ALABAMA	<u>807c</u>	<u>KMD</u>
FLORIDA	<u>813c</u>	<u> </u>
GEORGIA	<u>814c</u>	<u> </u>
KENTUCKY	<u>861c</u>	<u> </u>
LOUISIANA	<u>819c</u>	<u>↓</u>

	<u>OCN #</u>	<u>ACNA</u>
MISSISSIPPI	<u>823c</u>	<u>KMD</u>
NORTH CAROLINA	<u>832c</u>	<u> </u>
SOUTH CAROLINA	<u>837c</u>	<u> </u>
TENNESSEE	<u>845c</u>	<u>↓</u>